

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Management Registry, Inc.,

Case No. 17-cv-5009 (JRT/DTS)

Plaintiff,

ORDER FOR MEDIATION

v.

A.W. Companies, Inc., et al.,

Defendants.

WHEREAS the parties to this case, with the assistance of the Court, have negotiated a confidential resolution to this action that is expressly contingent upon achieving a settlement in two related matters—*Brown v. MBM Assoc. Inc., et al.*, Case No. 2019-L-003361, currently pending in Cook County Circuit Court (the MBM action), and *Brown v. Loftus, et al.*, Case No. 01-23-0000-4564, currently pending before the American Arbitration Association (the malpractice action);

And **WHEREAS** the parties to the MBM matter and the malpractice arbitration have agreed to mediate these disputes with the undersigned;

And **WHEREAS** the Court finds that the mediation of these matters is necessary to resolution of this federal action, **IT IS HEREBY ORDERED THAT:**

1. The voluntary mediation in the MBM action will occur **August 7 and 8, 2024 at 9:00 a.m. by zoom** and in the malpractice action **in October on a specific date yet to be determined at Suite 3000, 70 West Madison Street, Chicago, IL**, before the undersigned United States Magistrate Judge. All participants should plan on spending the entire day at the mediation.

2. Any and all communications, offers, negotiations or other matters discussed during the mediation, including specifically but not limited to, any mediator's proposal and the parties' responses thereto, are strictly confidential and may not be publicly disclosed by either side.

3. Counsel for defendants in this action shall provide a copy of this order to counsel of record in the MBM and malpractice actions, along with the Voluntary Agreement to Mediate that is attached hereto.

4. The parties to the mediation will NOT be responsible for payment of any of the undersigned's travel or lodging expenses incurred in conducting this mediation.

5. On or before August 1, 2024, each mediating party in the MBM action shall submit to the Court a confidential mediation statement by emailing to the undersigned at schultz_chambers@mnd.uscourts.gov. The mediation statement should be in the form of a letter as attached and should address the matters indicated in the attached.

6. Counsel for defendants in this matter shall attend the mediation.

Dated: July 22, 2024

s/David T. Schultz
DAVID T. SCHULTZ
U.S. Magistrate Judge

AGREEMENT TO MEDIATE

The undersigned agree that Judge David T. Schultz will mediate the cases of *Brown v. MBM Assoc. Inc.* and *Brown v. Loftus*, without costs or fees payable by the parties.

The mediator has a BA from Carlton College and a JD from Stanford Law School. He has mediated approximately 200 cases, was a civil trial attorney for 32 years, and is currently serving as a United States Magistrate Judge, a position held for 7 years.

The mediator or any party may terminate the mediation upon written notice delivered by certified mail or personally to the other people who signed this Agreement to Mediate.

The parties agree that they will mediate in good faith in an effort to reach a binding Mediated Settlement Agreement. The parties are advised that (a) the mediator has no duty to protect their interests or provide them with information about their legal rights; (b) signing a mediated settlement agreement may adversely affect their legal rights; and (c) they should consult an attorney before signing a mediated settlement agreement if they are uncertain of their rights.

The parties are advised that the mediator will keep his mediation file on this case for six months if the dispute is resolved, and for one year if the case is not resolved through mediation. This Agreement to Mediate may be signed in counterparts, which together shall constitute one binding agreement.

Dated: _____, 2024

CONFIDENTIAL SETTLEMENT LETTER

I. CONCISE AND OBJECTIVE SUMMARY OF THE CASE

A. Factual Summary

In this section please provide an *objective* summary of the facts, including identification of any facts that are unknown or in dispute. In addition, please provide any important history or dynamics of the relationship between the parties.

B. Procedural Posture

C. Costs and Fees

Specify the total costs and fees expended to date or the current lode star amount of time spent if you represent your client on a contingency basis, as well as the anticipated costs and fees through summary judgment, and separately, through trial.

II. A REASONED ANALYSIS OF LIABILITY AND DAMAGES

In this section please provide your assessment of the merits of your case, including an itemized computation (or refutation) of damages. In addition, please include a candid assessment of the weaknesses (e.g., bad key witness) of *your* case.

A. Liability

B. Damages

C. Candid Discussion of Weaknesses of the Case

III. SETTLEMENT

A. Summary of Settlement Discussions to Date

B. Any obstacles to settlement.

In this section describe any barriers to settlement, including unrealistic client expectations or emotional investment in the case.

C. Non-Monetary Terms

In this section describe any non-monetary terms that are important to resolving this matter.

D. Insurance

Include in this section the policy limits, any reservations, and whether the defense is within limits or separate therefrom.

IV. OTHER

In this section please provide any other information you believe would be useful to the Court in resolving this matter.